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July 8, 1996

Mr. William F. Caton, Acting Secretary
Federal Communications Commission
1919 M Street, N. W., Room 222
Washington, D. C. 20554

**RE: Restrictions on Over-the Air Reception Devices
CS Docket No. 96-83; and Preemption of Local
Zoning Regulations of Satellite Earth Stations,
IB Docket No. 95-59**

Dear Mr. Caton:

As a manager and owner of commercial property, we urge clarification and further study of the above referenced rule. **Please vote against it in its present form.**

Our basis for concern is as follows:

1. The potential for increased roof leaks, maintenance and liability associated with more traffic on our roofs.
2. The unsightly appearance of these devices.

Thank you for giving the matter full study.

Yours truly,

IPG MANAGEMENT COMPANY, INC.

David C. Simpson

David C. Simpson

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C. Tenant hereby waives all claims, causes of actions and rights of recovery against the Landlord and its officers, agents and employees, for any death, bodily or personal injury, or damage to or destruction of property or business, including but not limited to Tenant's merchandise and property, which shall occur on or about the Leased Premises and shall result from any of the perils insured under any and all policies of insurance maintained by Tenant, regardless of cause, including the negligent or intentional wrongdoing of Landlord or its officers, agents, or employees.

13. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use of the Leased Premises or the Property, (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant, or (c) any act, omission or negligence of Tenant, its agents or employees.

14. MAINTENANCE BY LANDLORD. Landlord shall maintain in good repair and condition the structural soundness of the roof, foundations, and exterior walls of the buildings and improvements on or in which are located the Leased Premises (exclusive of all glass and storefront metal), normal wear and tear excepted. Following commencement of the Lease, Landlord shall be liable or responsible for the Leased Premises or for any maintenance, repair or replacement thereof only to the limited extent expressly set forth in this Paragraph 14. The Landlord's obligations expressly set forth in this Paragraph 14 are conditioned upon Tenant's giving immediate written notice of the need for maintenance for which Landlord is responsible, after the receipt of which Landlord shall promptly cause such maintenance to be commenced, and the Landlord's liability hereunder shall be limited to the cost of such maintenance or the expense necessary to correct the condition complained of. Tenant shall in no event be entitled to withhold or offset rent due to any breach of Landlord of this or any other paragraph of this Lease.

15. MAINTENANCE AND REPAIR BY TENANT; RUBBISH DISPOSAL. Except to the extent of Landlord's maintenance responsibility as expressly set forth in Paragraph 14 above, Tenant shall at all times maintain the Leased Premises including but not limited to the windows, window glass, plateglass, doors, heating system, air conditioning equipment, fire protection sprinkler system, plumbing, elevators and the interior of the buildings and improvements in general, including all necessary replacements in connection with any and all of the foregoing, in good repair and tenantable condition. Tenant is responsible for the disposal of trash created by its occupancy and operations in the Leased Premises, and that which may accumulate through its related activities in the area adjacent to the Leased Premises. Tenant shall not place pallets, packing materials or other materials in the Common Area. Trash shall not be allowed to accumulate but shall be disposed of within a reasonable time by the Tenant. In discharging its duty of maintenance and care throughout the term of the Lease, Tenant shall see that the Leased Premises are kept free from waste or nuisance. Should Tenant neglect reasonably to perform any of its obligations as set forth hereinabove, at all times throughout the term of the Lease, Landlord shall have the right (but not the obligation) to cause any such obligation to be accomplished, and all costs properly incurred in connection therewith shall be repaid by Tenant to Landlord as additional rental, due on the next rental installment.

16. ALTERATIONS AND FIXTURES; OWNERSHIP AND REMOVAL. Tenant shall not create any openings in the roof or exterior walls. Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Landlord; and Landlord shall not arbitrarily withhold consent for Tenant to make non-structural alterations, additions or improvements at Tenant's cost, and in compliance with all applicable laws, ordinances, codes and regulations of cognizant governmental or quasi-governmental authorities. All alterations, additions or improvements made by Tenant shall become the property of Landlord at the termination of this Lease without any obligation of payment to Tenant; provided, however, that if Landlord notifies Tenant within thirty (30) days following termination of this Lease, Tenant shall promptly remove all alterations, additions, improvements, and other property (or such of them as may specifically be designated in Landlord's notice) located or installed in or upon the Leased Premises by Tenant, and Tenant shall repair any damage caused by such removal and reinstate the premises to their previous condition. Notwithstanding the foregoing, Tenant shall have the right at all times during the continuation of the Lease to erect or install shelves, bins, trade fixtures and equipment within the Leased Premises, provided that any such installation complies with all applicable laws, ordinances, codes and regulations of cognizant governmental or quasi-governmental authorities; and at the termination of the Lease Tenant shall have the right, if not in default, and the obligation if requested by Landlord in writing to do so, to remove any or all such items thus installed, and to repair any damage or disfigurement caused to the Leased Premises by such removal.

17. CONDITIONS AT TERMINATION. The Leased Premises shall be surrendered to Landlord, broom clean, no later than the last day of the lease term, with the entire Leased Premises and all buildings and improvements thereon in good repair, reasonable wear and tear excepted, and all equipment and systems in good operating condition. Should Tenant surrender said premises in other than the above specified condition, Tenant hereby grants Landlord the right to have said premises placed in such condition and Tenant agrees to promptly pay the cost of such reconditioning, as well as rental for the period necessary to accomplish same.

18. KEYS. Upon expiration of the term of this Lease, Tenant shall surrender all keys to Landlord at the place then fixed for the payment of rent. To the extent applicable, the obligations of the Tenant contained in this Paragraph 18 shall survive the expiration or other termination of the term of this Lease.

19. EXTERIOR FIXTURES AND SIGNS. Tenant shall not install or affix any awning, sign, device, fixture or attachment on or to the exterior of the Leased Premises, or the roof or the canopy thereof, nor place any structure, sign or advertising device of any type upon the Common Area, without first obtaining Landlord's written consent. If Landlord shall consent to Tenant's placement of any such exterior fixtures or signs, they shall be subject to any applicable governmental laws, ordinances, regulations and other requirements. Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of such exterior fixtures or signs, and Tenant shall remove such exterior fixtures or signs at the expiration or termination of this Lease and repair all damage incident to such removal.

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